



East Sussex College Group

Tuition Fee Policy 2020-21

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Prepared by: Chief Financial Officer
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EAST SUSSEX COLLEGE GROUP (ESCG)

1 Introduction

- 1.1. East Sussex College Group's approach to setting and collecting tuition fees and associated charges (such as materials, equipment, and educational visits) is reviewed on an annual basis. The tuition fees policy has a major impact on the educational character of the College and is therefore approved by the Governing Body.
- 1.2. The approach of the College to recovering fees is largely dictated by its principal funding bodies, The Education & Skills Funding Agency (ESFA) and the Office for the Student (OfS).
- 1.3. East Sussex College Group is not a business; it is classified as an exempt charity under the 2001 Further and Higher Education Act. However, the College is required to recover fees for many of the programmes that it runs.
- 1.4. Actual fees for 2020-21 are set out in Appendix 1.

2 Objectives

- 2.1. This policy seeks to ensure that:
 - The College has a fees policy that is fair, equitable and clear;
 - Tuition fees and associated charges are calculated and applied consistently across the entire curriculum offer of the College;
 - Any barriers to participation presented by tuition fees and associated charges are mitigated by providing flexible payment options and/or assisting learners to access appropriate financial support to meet the cost of these;
 - The College can respond flexibly to market forces and government policy, including fee guidance issued by funding bodies; the Education and Skills Funding Agency (ESFA), and the Office for the Student (OfS);
 - The College generates a proportion of overall income from non-publicly funded sources;
 - The College develops appropriate and effective targets relating to fee income generation, and reviews performance against these regularly, and in relation to sector benchmarks.



3 General Principles

3.1. The College has a Single Equality Scheme and seeks to ensure that arrangements for fees and charges are consistent with this.

3.2. Learners or their sponsors, unless they qualify for exemptions/waivers, are to be charged:

- a tuition fee;
- a materials charge (specific to individual courses);
- external fees (awarding body, examination, registration).

3.3. Classroom based learners are ultimately responsible for ensuring that their fees are paid, even where a third party (e.g. an employer) intends to pay on their behalf.

3.4. Where learning is predominantly delivered in the workplace (including all Apprenticeships) employers are ultimately responsible for ensuring fees are paid in accordance with ESFA Apprenticeship funding rule requirements. A learner cannot pay their own fees unless they are self-employed and are, therefore, both learner and employer.

3.5. All fees are due at enrolment and continuing attendance on a course or programme of study is dependent on the payment of all fees due. Appendix 1 sets out the fees payable for subsidised courses. Instalment arrangements are available provided that certain criteria are met.

3.6. No tuition fees are payable by 16–18 year old FE learners, including those on part time programmes, or by adult learners who meet the specified criteria in Appendix 1.

3.7. Learners seeking a reduction or waiver of fees under these policies must produce documentary evidence, when enrolling, of their entitlement to receive benefit, or proof of their membership of the relevant group.

3.8. In order for a learner to be eligible for Government funding for their learning programme the learner must have the legal right to be resident in the UK at the start of their programme. There should also be a reasonable likelihood that the learner will be able to complete their programme of study.

3.9. A learner's status at enrolment (e.g. employed, in receipt of eligible benefit) applies throughout the year on that learning aim.

3.10. Where a learner has previously taken an examination with East Sussex College Group, resit examination fees will apply (excluding Maths and English). These examination fees are set by the individual awarding bodies and are payable in advance of the re-sit.

3.11. Other charges imposed by awarding organisations (re-marking, requests for scripts) will be passed on to all learners.

4 Further Education Course Fees: 16 – 18 Learners

4.1. Although the College is prohibited from charging 16-18 year old learners tuition fees in respect of ESFA funded further education courses, the following costs will be passed on to these learners:

- The cost of any equipment necessary to undertake their programme of study if this equipment will remain the property of the learner once the course has been completed;
- A contribution towards the cost of any materials on practical courses such as art and design programmes. In the case of 16-18 learners such a contribution will be voluntary, but a learner who does not make the specified contribution will not be allowed to retain any practical work they have completed;
- The cost of any trips or visits associated with the programme of study;
- The cost of any examination re-sits, where appropriate.

5 Further Education Course Fees: Other Learners

5.1. Tuition fees are payable annually. For example a fee will be payable for each year of a two year course.

5.2 Where the College splits a 2-year course into two 1-year courses;

- where year 2 is funded from a student loan, the loan becomes payable.
- other students will continue to benefit from any entitlements applied in the first year for reduced fees. This benefit does not continue beyond year 2.

5.3. Continuing learners who are over 18 and began a learning aim before the age of 19 will normally have their fees waived. Any start of a new learning aim, that is not part of a programme, is subject to fees.

5.4. The College reserves the right to charge an agreed hourly rate on specific tailored programmes for those students under 16.

5.5. The Assumed Fee Element (AFE) is 50%. This includes all Adult Education Budget (AEB) courses, in order to bring consistency across the Group.

5.6. Learners on AEB courses may qualify for a 'fee waiver', these are applied in line with the current Funding Rules if a student has particular financial difficulties. Students' applications are considered on an individual basis by the College's Student Finance support team.

5.7. The requirement to pay the cost of awarding body registration and examination fees is set out in Appendix 1.

6 Apprenticeship Fees:

6.1 From May 2017 the funding model for Apprenticeships changed with funding split into two processes:

- Levy Paying Employers (those with pay bill over £3M)
- Non-Levy Employers (SME's generally)

6.2 The College will generally negotiate with employers and agree the fees in line with the appropriate Funding Band for each apprenticeship Standard, although, in exceptional cases, we will vary this for market forces.

6.3 For Levy Paying Employers the funding for Apprenticeships is expected to be fully funded from the employer's 'Levy pot' accessed via the Apprenticeship Service up to the maximum value allocated to each levy employer. Were the employers Levy pot to be already fully allocated then the employer must co-invest 5% of the outstanding balance for that month. The government will then contribute the remaining 95% up to the funding band maximum, as negotiated between the college and employer.

6.4 Non-Levy Employers must pay 5% of the agreed fee negotiated between the College and employer for the apprenticeship delivery of apprentices aged over 19, up to the maximum of the funding band for each Framework/Standard. The government will then contribute the remaining 95% up to the funding band maximum.

6.5 If the Apprenticeship fee is negotiated in excess of the funding band the employer is liable for the difference between this and the maximum funding band. This applies to both:

- Levy Paying Employers (those with pay bill over £3M)
- Non-Levy Employers (SME's generally)

6.6 End point assessment (EPA) resits are charged to the employer.

6.7 If the apprentice withdraws within 42 days of his/her start date (the funding qualifying period), then the employer remains liable for an administration fee of £100. This may be waived where the withdrawal is for reasons not within the employer's control.

7 Bespoke Employer Courses

7.1. Payment for such courses is due upon receipt of invoice.

7.2. Cancellations giving notice of more than 10 working days will incur a 10% administration fee. Notice of less than 10 working days will incur full fees.



8 Higher Education Course Fees

8.1 The fees for each year a Higher Education student is enrolled with East Sussex College Group is agreed as part of a separate Access and Participation Agreement that is submitted annually to the Office for the Student. [*Note: A link to the 2020/21-2024/25 Access and Participation Agreement will be added here once this document is uploaded to the OfS site*]

8.2 The full and part time course fee for first year students in 2020/21 are included in annexe 1.

8.3. The College offers higher education learners the facility to pay by instalments, although the vast majority of learners elect to apply for a student loan to cover their fees.

9 International Fees

9.1. All international students (from outside of the EU/EEA) will be expected to pay their fee in full before the commencement of the course.

9.2. The College operates a host family service for accommodation and these fees are agreed with the International Department on a case by case basis at cost plus a non-refundable administration fee of 5%.

9.3. Where students fail to obtain a visa, please see paragraph 11.2 below.

10. Advanced Learner Loans

10.1 Advanced Learner Loans will be available for learners:

- aged 19 and over and UK resident;
- studying at an Education & Skills Funding Agency approved provider in England;
- studying at Level 3 to 6:
 - up to 4 A-levels (including A2- and AS-levels)
 - QAA Access to HE Diploma courses
 - QCF Level 3 and 4 Certificates and Diplomas
- Note that learners aged 19-23 may be able to access fully funded provision and will not be required to take out a loan under certain circumstances including that the course is their first full level 3 qualification.

10.2 Full details of how to access Advanced Learning Loans and also the accompanying bursary are available at <https://www.escg.ac.uk/support/finance-information> and also within the College Bursary policy, further information is available from the College.

10.3 The College aims to set fees in line with the maximum recommended loan value, which includes exam fees. Any exceptions to this will be agreed by the CFO.



11 Payments of Fees and Instalments

11.1. All fees become payable on the completion of an enrolment form either by the learner or sponsor unless the learner is entitled to full fee remission. Payment of fees may be made by cash, credit or debit card, direct debit, or cheque. In the case of instalments, credit or debit cards or direct debits are preferred.

11.2. Administration fees are applied to fees as follows:

- All home students' fees will be deemed to include a non-refundable administration fee of £25 unless due to College cancellation, where there is a justified complaint, or in exceptional personal circumstances at the discretion of the CFO.
- All overseas students fees will be deemed to include a non-refundable administration fee of £2,100. This will be deducted from any refund where a student is unsuccessful in obtaining a visa;
- Fees for learners who transfer from one course to another will not be subject to an additional administration fee.

11.3. Where the total fee is less than £200, or the course is less than 12 weeks in duration, learners must pay in full at the time of enrolment, except where fees are purely for visits when alternative payment plans can be considered, based on college costs incurred and on dates of departure.

11.4. Where the total fee is £200 or more, and the course is more than 12 weeks in duration, learners can pay a deposit followed by monthly instalments, preferably payable by direct debit. Instalments may span academic years, depending on the start date of the course. The accepted profile of these staged payments is set out in detail in the Staged Payment Notes and the particular agreement is agreed between the College and the student and evidenced on the signed Staged Payment Agreement.

12 Unpaid Fees

12.1. The College will use appropriate debt recovery procedures where learners breach the terms of their instalment agreement and may exclude such learners from the College.

12.2. Learners undertaking a two year programme will not be allowed to progress to the second year of the course where fees relating to the first year remain unpaid, and learners who complete a programme of study but have fees outstanding will not be allowed to enrol on further programmes of study until the outstanding debt has been cleared.

12.3 Students remain liable for the full fees in the event of withdrawal from a course funded by the Student Loans Company.

13 Fee Refunds

13.1. Fee refunds or waivers will be approved where the College has cancelled a course (or very significantly altered start dates and/or location). Fee refunds or waivers will be approved where there is a justified complaint, or in exceptional personal circumstances, at the discretion of at least two members of the Executive Team.

13.2. If a learner wishes to withdraw from a course prior to its commencement and informs the College in writing or by email at least 10 working days before the start date, a refund will normally be given, less an administration fee of £25.

13.3. 13.3 If a learner wishes to withdraw from a course prior to its commencement, and fails to inform the College in writing or by email at least 10 working days before the start date, a refund will not be given subject to exceptional circumstances as above and in line with the more detailed information below:

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|------------|--|---|
| FE | <ul style="list-style-type: none"> • The full fee for the course is payable even if the learner decides not to complete the course • The number of sessions a learner attends is not relevant to the decision to refund the fee • Loan funded learners will be invoiced for the full cost of the course | |
| HE | Fee funded by student loan | Refunds may be given based on the profile of SLC funding for a course, i.e. <ul style="list-style-type: none"> • Withdrawal during Term 1: 75% refund (as 25% of loan due to College) • Withdrawal during Term 2: 50% refund (as 50% of loan due to College) • Withdrawal during Term 3: no refund given, as 100% of loan due to College. • Note that in the event of any fee remaining which is not covered by the loan, the balance will be charged to the student. |
| | Fee not funded by student loan, e.g. by the learner or a sponsor | Refunds following the profile above |
| E-learning | There is a cooling off period of 14 calendar days from enrolment, during which a student may withdraw and receive a full refund. | |
| | Fee funded by Advanced Learning Loan | Fees are due based on monthly attendance, and these are paid monthly by the SLC. Refunds are hence not applicable, although where a student leaves a course before the approved period, any balance of fees on the account are the liability of the learner to pay in full. |

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| | Courses funded by other methods | The rules applying to the course taken should be applied |
| Apprenticeship fees: Internal and partner | Student withdraws within 42 days (the funding qualifying period) | An administration fee of £100 applies and will be charged. |
| | Student withdraws after 42 days | Full fees are due and will be charged. |
| | Student moves to another employer before 42 days | The first employer is charged an admin fee of £100; the second employer is charged the full fee. |
| | Student moves to another employer after 42 days | The first employer remains liable for the full fee. The second employer is also liable for, and charged, the full fee. |
| Transfer between courses | During Right Choice period (first 6 weeks of FT programme) | Any course fees paid are transferred to the new course, any excess will be refunded, or shortfall charged |
| | After Right Choice Period: | |
| | No fees on course B, but student has already paid fees for course A | Student may be refunded any amount in line with the policies above in respect of course A. Admin fee applies |
| | Fees on course B are less than those on course A, and student has paid course A fees | Course A fees are refunded in line with the above, then the student is charged full fees for B. Admin fee applies. (So that the net effect is that the student pays for Course B and an admin fee |
| | Fees due for course A, but as yet unpaid, no fees on course B | The fees for Course A remain payable. |
| Adult leisure courses | The full fee is payable on enrolment. When the student withdraws more than 10 working days before the start date (as above) a refund less administration fee is due. In all other cases the full fee remains due, unless covered by any of the discretionary points above. | |

Note that in any case where it seems that the circumstances are being manipulated in order to gain unfair advantage, the College reserves the right to amend these guidelines.



14 Deferrals

14.1. Where a learner is obliged to withdraw from a course it may be possible to defer fees (if the CEO/Principal considers this academically appropriate) for up to 12 months. No further deferral will be granted and the fees will be forfeit after the specified period.

15 Interpretation of the Policy

15.1. The College recognises that there may be exceptional circumstances in which a certain level of discretion may need to be exercised.

15.2. The CFO with suitable advice is required to apply the discretion to waive or reduce deposits payable under instalment arrangements having regard to the personal circumstances of individual learners. However, waivers and reductions will not be given to learners with previous poor payment history.

15.3. This policy sets out the minimum tuition fee to be charged for different aspects of the College curriculum offer. Where appropriate, a higher tuition fee can be charged at the discretion of the College.

16 Monitoring of this policy

16.1. The policy has been through the College's impact assessment process. Further information on the impact assessment process is available on request.

1. Version Summary

| Version No. | Eff.from | Change summary (The actual change marked in left margin) | Prep by | Approved by |
|-------------|----------|---|---------|-------------|
| 20020/20.01 | | Document Created | CFO | |
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Please be notified that a copy of the policy is available on the College intranet is deemed as the latest version of the policy.